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CONSTRUCTION AGREEMENT

This Agreement for construction entered into on this the ____ day of _____, 2023 at Chennai

BETWEEN

M/s. MEGH PROMOTERS PRIVATE LIMITED, (PAN:AAKCS3346J), a company incorporated under the provision of the Companies Act, 2013, having its registered office at Megh Synergy, No.45, Halls Road, Kilpauk, Chennai – 600 010,represented by its Authorised Signatory, **Mr. AYUSH A JAIN (UID 583196560890)**, son of Mr.Arvind S Jain, aged about 28 years, authorized vide board resolution dated _____, hereinafter called the **"PROMOTER"** which term shall mean and include wherever the context so admits or permits its administrators, legal representatives and assigns of the FIRST PART:

AND

Mr._____, (PAN:_____) (Aadhaar No. _____) son of Mr. _____, aged about ___ years, residing at _____, and hereinafter called the **ALLOTTEE,** which term shall mean and include wherever the context so admits or

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permits his/her/their successors, administrators, legal representatives, heirs, attorneys of the SECOND PART.

WHEREAS

a) The property being vacant land in Plot no.17, Annamalai Avenue, Nolambur Chennai – 600 095 admeasuring an extent of 20 cents or 8720 sq.ft., comprised in old survey number 109/1 measuring 0 Acre 17 cents and Old survey No.109/2 measuring an extent of 0 Acre and 3 cents, as per Patta No.3921 present survey number 109/1A1 part and Survey no.109/6, situated at Nolambur Village Ambattur Taluk, Thiruvallur District, which is more fully described hereunder as the **SCHEDULE A PROPERTY** (Item 1), is owned and possessed by one Mr. Nishank Sakaria (the landowner).

b) The landowner has acquired the rights and title to the said property in Item 1 vide a Settlement deed dated 31.10.2018 registered as Document No.6489 of 2018 on the file of SRO Konnur, executed by Mrs. Jeevi Bai, represented by her power agent, Mr.Jitendra G Davey (appointed vide a Deed of Special General power of attorney dated 24.7.2018, registered as document number 11/2018 on the file of SRO, Purasaiwalkam).

c) The property being vacant land (western portion) in Plot no. 17, Annamalai Avenue, Nolambur Chennai – 600 095 admeasuring an extent of 10 cents or 4360 sq.ft., comprised in old survey number 109/1 measuring 0 Acre 08.5 cents and Old survey No.109/2 measuring an extent of 0 Acre and 1.5 cents, as per Patta No.3921 present survey number 109/1A1 part and Survey no.109/6 part, situated at Nolambur Village Ambattur Taluk, Thiruvallur District, which is more fully described hereunder as **SCHEDULE A PROPERTY** , is owned and possessed by one Mr. Nishank Sakaria (the landowner).

d) The landowner has acquired the rights and title to the said property in Item 2 vide a Settlement deed dated 28.12.2018 registered as Document No.6526 of 2018 on the file of SRO Konnur, executed by Mrs. Jeevi Bai, represented by her power agent, Mr.Jitendra G Davey (appointed vide a Deed of Special General power of attorney dated 24.7.2018, registered as document number 11/2018 on the file of SRO, Purasaiwalkam).

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e) The revenue records were also mutated in the name of the Landowner.

f) The landowner has executed a Power of Attorney Deed dated 16.11.2022 registered as document number 9252 of 2022 in the office of the Sub-Registrar, Villivakkam, authorizing M/s. Megh Promoters Private Limited, as their power agent, conferring the powers for development.

g) The **PROMOTER** had formulated a scheme of development of the said property more fully described in the **SCHEDULE A PROPERTY** for constructing the residential building consisting of stilt plus 4 floors with 17 Dwelling units with common facilities and amenities. The plans for the constructions were drawn and submitted on the file of the competent authority for approval. The planning permission was granted by Chennai Metropolitan Development Authority vide Planning Permit No OL-00443 dated 08.08.2023, reference number CMDA/PP/NHRB/C/0219/2023. The Building Permission was granted by the Greater Chennai Corporation vide CEBA/WDCN11/00315/2023. The TNRERA project registration has been processed and obtained vide RERA project registration number _____ dated _____ having reference number _____.

h) The **ALLOTTEE/S** has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regard to the Project.

i) The **ALLOTTEE/S is** desirous of owning an apartment in the Project and agreed to purchase _____ square feet of undivided share of land in the **SCHEDULE A PROPERTY**, and secured the right to appoint the **PROMOTER** to construct an apartment as per the scheme formulated by the **PROMOTER**;

j) The **ALLOTTEE/S** has/have now approached the **PROMOTER** for construction of an apartment in the Project and the **PROMOTER** has agreed to construct and allot **Apartment No.**_____having Super Built Up area of _____ **Square feet**(Inclusive of RERA Carpet Area of _____ Square feet and Balcony Area of _____ Square feet), type

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Residential, on ___Floor along with two (2) reserved _____ car parking bearing no._____ more fully described in **SCHEDULE "B" Property** ('Apartment') to the **ALLOTTEE/S**.

NOW THIS CONSTRUCTION AGREEMENT WITNESSETH AS FOLLOWS:

The **PROMOTER** and the **ALLOTTEE/S** mutually agree and covenant as follows:

1. ALLOTMENT:

The **PROMOTER** hereby agrees to construct, allot and deliver the Apartment, as per the specifications mentioned in the Annexure hereunder, to the **ALLOTTEE/S** at the cost of the **ALLOTTEE/S**.

2. CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:

a) Total Cost of Construction: Rs._____/-

The Construction Cost above includes the booking amount paid by the **ALLOTTEE/S** to the **PROMOTER** towards the Apartment;

i. The ALLOTTEE/S shall pay GST as applicable and in case there is any change / modification in the existing taxes and any other new Taxes, the subsequent amount payable by the **ALLOTTEE/S** to the **PROMOTER** shall be increased/reduced based on such change / modification.

ii. Provided that in case there is any change / modification in the *existing* taxes *and any other new Taxes*, the subsequent amount payable by the **ALLOTTEE/S** to the **PROMOTER** shall be increased/reduced based on such change / modification.

iii. The **PROMOTER** shall periodically intimate to the **ALLOTTEE/S**, the amount payable and the **ALLOTTEE/S** shall make payment within 7 days from the date of such written intimation.

iv. The Construction Cost is escalation-free, save and except increases, which the **ALLOTTEE/S** hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority from time to time.

v. The **PROMOTER** undertakes and agrees that while raising a demand on the **ALLOTTEE/S** for increase in development charges, cost/charges imposed by the competent authorities, the **PROMOTER** shall quote the said

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notification/order/rule/regulation to that effect along with the demand letter being issued to the **ALLOTTEE/S**.

vi. The **ALLOTTEE/S** shall make the payment as per the payment plan set out in **SCHEDULE C** ("Payment Plan"). The **ALLOTTEE/S** authorizes the **PROMOTER** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **PROMOTER** may in its sole discretion deem fit and the **ALLOTTEE/S** undertakes not to object/demand/direct the **PROMOTER** to adjust this payment in any manner.

vii. Corpus fund, to be utilized for major expenditure in maintenance of the building and other infrastructural facilities and amenities in the Project shall be paid at the time of handing over possession of the **SCHEDULE B PROPERTY**. The Corpus fund shall be Rs._____. The **PROMOTER** shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by them or the Association / Society to be formed by the **ALLOTTEE/S.**

3. MODE OF PAYMENT:

(a) The **ALLOTTEE** has paid a sum of **Rs...../-** (Rupees ..... only)to the **PROMOTER vide _____ towards the booking amount/advance towards the Cost of Construction.**

(i)

(ii) The **ALLOTTEE** shall pay the balance consideration amount of Rs._____/- as per the schedule of payments detailed in the **SCHEDULE– C** hereunder;

(b) The **ALLOTTEE/S** hereby undertake/s and assure/s that based on the stage intimation letters issued / to be issued by the **PROMOTER** to the **ALLOTTEE/S**, the above payments shall be made by the **ALLOTTEE/S** within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the **ALLOTTEE/S** is fully informed by the **PROMOTER** that any default in payment of the above said amount would affect the completion of the Project;

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(c) All payments shall be made by Cheque/s or Demand Draft/s or through RTGS. The date of credit of the amount into the account of the **PROMOTER** will be considered as the date of payment made by the **ALLOTTEE/S** and the delayed payment charges will become payable from the due date;

(d) The **ALLOTTEE/S** shall not delay, withhold or postpone the payments due as mentioned in **SCHEDULE-C**, on whatever reason and in that event, **ALLOTTEE/S** shall be responsible for any consequential sufferance or damages and they shall adhere to clause 5(a)(i) mentioned herein.

(e) The **ALLOTTEE/S**, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the **PROMOTER** with such permission, approvals which would enable the **PROMOTER** to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The **ALLOTTEE/S** understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The **PROMOTER** accepts no responsibility in this regard. The **ALLOTTEE/S** shall keep the **PROMOTER** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **ALLOTTEE/S** subsequent to the signing of this Agreement, it shall be the sole responsibility of the **ALLOTTEE/S** to intimate the same in writing to the **PROMOTER** immediately and comply with necessary formalities if any under the applicable laws. The **PROMOTER** shall not be responsible towards any third party making payment/remittances on behalf of any **ALLOTTEE/S** and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the **PROMOTER** shall be issuing the payment receipts in favour of the **ALLOTTEE/S**only.

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4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

(a) The **PROMOTER** shall endeavor to complete the construction of the Apartment within _____ with grace period of **3 months**. The **PROMOTER** agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The **PROMOTER**, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the **ALLOTTEE** agrees that the **PROMOTER** shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The **ALLOTTEE/S** agrees and confirms that, in the event it becomes impossible for the **PROMOTER** to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the **PROMOTER** shall refund to the **ALLOTTEE/S** the entire amount received by the **PROMOTER** from the allotment within 180 days from that date of determination of impossibility of performance. After refund of the money paid by the **ALLOTTEE/S**, **ALLOTTEE/S** agrees that he/ she shall not have any rights, claims etc. against the **PROMOTER** and that the **PROMOTER** shall be released and discharged from all its obligations and liabilities under this Agreement.

(b) The **PROMOTER**, upon completion of construction of the Apartment shall intimate to the **ALLOTTEE/S** of the same at the last known address of the **ALLOTTEE/S** by letter and the **ALLOTTEE/S** shall take possession of the Apartment within 10 days of receipt of such intimation. The **PROMOTER** shall not be liable in any manner whatsoever, for failure of the **ALLOTTEE/S** to take over possession of the Apartment.

(c) Upon receiving a written intimation from the **PROMOTER** as per clause 4 (b), the **ALLOTTEE/S** shall take possession of the Apartment from the **PROMOTER** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **PROMOTER** shall give possession of the Apartment to the **ALLOTTEE/S**. In case the **ALLOTTEE/S** fails to take possession

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within the time provided in clause 4(b), such **ALLOTTEE/S** shall continue to be liable to pay maintenance charges as applicable.

(d) The **PROMOTER** shall hand over possession of the Apartment to the **ALLOTTEE/S** as committed subject to receipt of the entire consideration including the other payments as per **SCHEDULE C**. It is made abundantly clear that the obligation of the **PROMOTER** to handover the Apartment to the **ALLOTTEE/S** does not arise until the **PROMOTER** receives the entire payment/s as mentioned in **SCHEDULE C**.

(e) The **ALLOTTEE/S** shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the **ALLOTTEE/S**. The **PROMOTER** will inform in writing for Interior Handing Over of the Apartment and same will be allowed to execute.

5. BREACH OF TERMS AND ITS REMEDY:

(a) ALLOTTEE'S COVENANT:

i) In the event of the **ALLOTTEE/S** failing to pay the aforesaid sums, in the manner provided in **SCHEDULE C** or cancel/withdraw from the Project except for the default of the **PROMOTER**, then the **PROMOTER** at their discretion after due notice of 30 days to the **ALLOTTEE/S** is entitled to cancel this Agreement and re-allot the Apartment, to another party and the **ALLOTTEE/S** shall thereafter have no right, interest or claim **over** the Apartment. Consequent to such termination, subject to deduction of the booking amount, the **PROMOTER** shall refund the monies collected from the **ALLOTTEE/S** within 180 days of such cancellation without interest, simultaneous to the **ALLOTTEE/S** executing necessary cancellation and registration of the Agreement and/or sale deed by the **ALLOTTEE/S**.

ii) The **ALLOTTEE/S** hereby agrees that the assignment of the **ALLOTTEE/S** right under this agreement to any third party is subject to the prior written permission of the **PROMOTER** and further agrees to pay to the **PROMOTER** an Assignment fee of 3% of Total Construction Cost ('Assignment Fee').

iii) The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the **ALLOTTEE/S** shall co-exist or co-terminate.

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iv) It is specifically agreed by the **ALLOTTEE/S** that the **ALLOTTEE/S** shall bear all statutory charges from the date of intimating the readiness of the Apartment for handover by the **PROMOTER**.

(b) PROMOTER'S COVENANT:

Subject to the Force Majeure clause, the **PROMOTER** shall be considered to be on default, in the following events:

i) **PROMOTER** fails to provide ready to move in possession of the Apartment to the **ALLOTTEE/S** within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

ii) Discontinuance of the **PROMOTER**'s business as a developer on account of suspension or revocation of his registration under the provisions of the RERA Act or the rules or regulations made there under;

iii) In case of Default by **PROMOTER** under the conditions listed above, **ALLOTTEE/S** is entitled to the following:

(a) Stop making further payments to **PROMOTER** as demanded by the **PROMOTER**. If the **ALLOTTEE/S** stops making payments, the **PROMOTER** shall correct the situation by completing the construction milestones and only thereafter the **ALLOTTEE/S** be required to make the next payment without any penal interest; or

(b) The **ALLOTTEE/S** shall have the option of terminating the Agreement in which case the **PROMOTER** shall be liable to refund the entire money paid by the **ALLOTTEE/S** under any head whatsoever towards the purchase of the Apartment, along with interest at the rate as specified in the rules within 1 year of receiving the termination notice, simultaneous to the execution of cancellation agreement and registration thereof, if required Provided that where an **ALLOTTEE/S** does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the **PROMOTER**, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

6. MAINTENANCE OF COMMON AREAS AND AMENITIES IN THE PROJECT:

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(a) The **PROMOTER** shall provide essential maintenance services to common areas / amenities / facilities from the date of completion of the Project at Rs.____/- per sqft per month of Saleable Area plus ___% GST by themselves or through any other agency appointed by the **PROMOTER for a period of 12 months or other periods as determined by the PROMOTER**. The said maintenance sum shall be payable by the Allottee. At the discretion of the **PROMOTER**, the maintenance shall be provided by the **PROMOTER** for the said period of 12 months (or) the **PROMOTER** may transfer the maintenance in favour of the Purchasers/allottees welfare association at any Point. On such transfer, the **PROMOTER** shall also transfer the maintenance sum, collected by the **PROMOTER** after deducting the expenses incurred towards maintenance till such time.

(e) The **ALLOTTEE/S** along with the other **ALLOTTEE/S** of the Project shall ensure that the owners' welfare association is formed as per the provisions of the Tamil Nadu Apartment Ownership Act, 1994 ('Owners Association'). The **PROMOTER** shall render its co-operation and facilitate in formation of the Owners Association.

(g) Subsequent to the taking over of maintenance by the Owners Association, the **ALLOTTEE/S** shall continue to pay all the costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities within the Project on pro-rata basis or in another manner as deem fit by the Association. The **PROMOTER** shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever.

(h) It is specifically agreed by the **ALLOTTEE/S** that the **ALLOTTEE/S** shall pay their pro-rata maintenance charges for the common areas, common amenities / facilities in the Project in time and without any delay and in the event of the **ALLOTTEE**'s inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the **ALLOTTEE/S** may be deprived of his/her/its/their rights to enjoy the common facilities and amenities. In addition to that, such defaults will be displayed in the notice board within the Project.

7. SANCTIONS AND APPROVALS:

(a) The statutory approvals, including State and Central Government approvals/permissions including amendments/modifications/ alterations its departments, local bodies, authorities, CMDA, TNEB, Corporation of Chennai, and

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all other concerned authorities, may mandate the **PROMOTER** to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The **PROMOTER** shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals.

(b) The **PROMOTER** hereby covenants that the Project shall be constructed as per the approved building plan.

(c) The **ALLOTTEE/S** is aware that the present plans sanctioned by the competent authority is valid for specific term, the **PROMOTER** shall be responsible to get the approvals duly renewed, the **ALLOTTEE/S** hereby give their specific consent and empower the **PROMOTER** to file necessary renewal application with the appropriate authority and to comply with any statutory requirement for such renewal.

8. DEFECTS LIABILITY:

The **PROMOTER** shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted), which shall not be as the result of any commission or omission of the **ALLOTTEE/S**, any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering ***by the ALLOTTEE/S***, brought to the notice of the **PROMOTER** within 5 year from the date of intimating the readiness to handover of the Apartment and thereafter no claim shall be entertained against the **PROMOTER** in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the **PROMOTER** shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products.

9. LOANS AND FINANCIAL ASSISTANCES:

(a) The original Sale Deed relating to the **SCHEDULE B PROPERTY** will be under the custody of the **PROMOTER** till such time all/last payment including cost of construction and extra amenities are paid / settled by the **ALLOTTEE/S** to the **PROMOTER**. However, if the **ALLOTTEE/S** prefers/s to avail loan, the original Sale

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Deed in respect of **SCHEDULE B PROPERTY** will be released directly to the Mortgagee / Banks / Private Financier / Financial Institutions, after obtaining a commitment letter from the Mortgagee / banks /Private Financier / Financial Institutions. The **PROMOTER** undertakes to furnish one set of photocopies of title deeds pertaining to the **SCHEDULE A PROPERTY** to the **ALLOTTEE/S**. In the event of foreclosure of the loan by the **ALLOTTEE/S** prior to handing over the **SCHEDULE B PROPERTY** by the **PROMOTER** to the **ALLOTTEE/S**, the **ALLOTTEE/S** shall hand over the original Sale Deed to the **PROMOTER** and the **PROMOTER** will have the custody of the documents till such time all / last payment including cost of construction and extra amenities are paid / settled by the **ALLOTTEE/S** to the **PROMOTER.**

(b) All the payments to be paid under this Agreement by the **ALLOTTEE/S** to the **PROMOTER**, apart from the loan amount, shall be paid directly by the **ALLOTTEE/S** to the **PROMOTER**;

(c) All the loan amount/s, availed by the **ALLOTTEE/S**, shall be directly disbursed / released by the bank / financial institution to the **PROMOTER** and the same shall be treated as payments made on behalf of the **ALLOTTEE/S**;

(d) Not withstanding whether the loan is obtained or not, the **ALLOTTEE/S** shall still be liable to pay to the **PROMOTER** on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the **ALLOTTEE/S** shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

10. RIGHTS AND DUTIES OF THE ALLOTTEE/S:

(a) While the **ALLOTTEE/S** would have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the **ALLOTTEE/S** right, title and interest in the common areas shall be enjoyed in concurrence with other owners / residents of other apartments in the Project, who would be equally entitled to the common amenities / facilities / easements available in the Project, all costs of repairs / maintenance of which common enjoyments shall be shared by all the owners, including the **ALLOTTEE/S** as per the articles / regulations / bye-laws of the Association to be formed by all the apartment owners in the Project;

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(b) It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the **SCHEDULE A PROPERTY** shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the apartments shall not object to the common services passing through their respective apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through;

(c) The **ALLOTTEE/S** shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other apartment owners are not affected;

(d) The **ALLOTTEE/S** covenants not to make any alteration in the structure of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex;

(e) The **ALLOTTEE/S** or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the **SCHEDULE A PROPERTY**, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other portions of the building in the Project in occupation of the owners of other apartments or their successors in title and further shall not do or commit any activity which is unlawful and anti– social;

(f) The **ALLOTTEE/S** shall either in his/her/its/their individual capacity or as a member of the Association/ Society, after its formation, come to an understanding with the other owners of the apartment shall operate and maintain all the essential amenities either individually or through the Association whenever required and in good running condition. It is the responsibility of the **ALLOTTEE/S** and or the Association to ensure proper assistance to the government officials concerned during periodical inspection.

(g) The **ALLOTTEE/S** shall not either in his/her/its/their individual capacity or as a member of the Association, after its formation, come to an understanding with the other owners of the apartment to utilize the common areas for commercial purposes or for earning income from outsiders;

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(h) The **ALLOTTEE/S** agrees to sign from time to time all papers and documents and to do all things as the **PROMOTER** may require, for the effective completion of the construction and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc;

(i) The **ALLOTTEE/S** shall not encroach upon the common areas;

(j) The **ALLOTTEE/S** shall not decorate the exterior of the proposed buildings in the Project otherwise than in a manner agreed to by the majority of the apartment owners with the prior permission of the Association;

(k) The **ALLOTTEE/S** shall not put up any temporary or permanent structure anywhere in the Project nor change the elevation of the proposed buildings;

(l) The **ALLOTTEE/S** shall not make any alterations in the structural feature of the proposed building like R.C.C. Flooring, Roofing, columns and external walls during / after completion, including the parking space allotted;

(m) The **ALLOTTEE/S** shall use the Apartment only for residential purposes and not to use for any other purposes and for business prohibited by law;

(n) The **ALLOTTEE/S** shall not cause any nuisance to the other occupants of proposed apartments in the Project;

(o) The **ALLOTTEE/S** shall have no right to hinder the progress of construction of the residential apartment buildings in the Project or any part thereof under any circumstances whatsoever, and at whatever stage of construction;

(p) The **ALLOTTEE/S** shall give all necessary support, assistance to the other apartment owners/Association. The supporting common walls and roofs and all common areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the apartments in the Project;

(q) The **ALLOTTEE/S** shall park his/her/their cars / vehicles only at the specific car parking space allotted to the **ALLOTTEE/S** and not at any other place around the building and shall use the Car Parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials; The Allottees accept and acknowledge that the actual use/arrangement of Car Park may vary from the Car Parking arrangement shown in the approved plan for more efficient usage of the available parking space.

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(r) The **ALLOTTEE/S** shall keep their respective Air Conditioner out door unit, only in the area that demarcated/specified by the **PROMOTER**.

11. RIGHTS AND DUTIES OF THE PROMOTER:

(a) The **PROMOTER** undertakes to develop the Project with good workmanship using standard materials, through its own labour, materials, tools, machineries and other equipment for the purpose of construction, or by appointing contractors / sub – contractors, engineers and supervisors at their choice and to take steps to complete the **SCHEDULE B PROPERTY** within the time stipulated for completion of the same;

(b) From the date of intimating the readiness to hand over possession, the **ALLOTTEE/S** is solely responsible and liable for property tax and other relevant taxes / charges and duties to the respective authorities with respect to the **SCHEDULE B PROPERTY**;

(c) The **PROMOTER** will provide only electrical points. The cost of all electrical fixtures and consumables like bulbs, fans, fittings etc., will be borne by the **ALLOTTEE/S**; It is also clarified and represented by the **PROMOTER** that they reserve the right to retain the existing compound wall, bore wells and sump which are in good condition instead of building new ones in lieu of the same. This shall be at the absolute discretion of the **PROMOTER** and cannot be questioned by the **ALLOTTEE/S** herein under any circumstances.

12. NAME OF THE PROJECT:

The Project to be developed by the **PROMOTER** in the **SCHEDULE A PROPERTY** is named as "_____" which shall not be changed / altered by the **ALLOTTEE/S** at any point of time. The **PROMOTER** is expressly permitted to display, at all times, the name and logo of the Project along with the name of the **PROMOTER** or their group companies, upon the Project in such location and in the style and format of the **PROMOTER**'s choice. The **PROMOTER** shall have exclusive proprietary and other rights, title and interest on such name.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

For MEGH PROMOTERS PVT. LTD.

Authorised Signatory

The **PROMOTER** / maintenance agency /association of **ALLOTTEE/S** shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the **ALLOTTEE/S** agrees to permit the association of **ALLOTTEE/S** and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

The Stilt floor and the services areas shall be used by the Allottees as per applicable usage and terms of scheme of development as specified by the **PROMOTER**.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC., BY ALLOTTEE/S:

The **ALLOTTEE/S** is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the **ALLOTTEE/S** hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

16. ADDITIONAL CONSTRUCTIONS:

The **PROMOTER** undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (i.e) except for as provided in the Act.

17. APARTMENT OWNERSHIP ACT:

The **PROMOTER** has assured the **ALLOTTEE/S** that the project in its entirety is in accordance with the provisions of the Tamil Nadu Apartment ownership Act, 1994 and **ALLOTTEE/S** shall comply with the compliance as required under the Apartment Ownership Act.

For MEGH

Authorised Signatory

18. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

19. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties.

20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent **ALLOTTEE/S** of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

21. WAIVER NOT A LIMITATION TO ENFORCE:

The **PROMOTER** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the **ALLOTTEE/S** in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **ALLOTTEE/S** that exercise of discretion by the **PROMOTER** in the case of one **ALLOTTEE/S** shall not be construed to be a precedent and /or binding on the **PROMOTER** to exercise such discretion in the case of other **ALLOTTEE/S**.

Failure on the part of the **PROMOTER** to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

22. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and

For MEGHPRIYA

Authorised Signatory

Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the **ALLOTTEE/S** has to make any payment, in common with other **ALLOTTEE**(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the **PROMOTER** through its authorized signatory at the **PROMOTER**'s Office, or at some other place, which may be mutually agreed between the **PROMOTER** and the **ALLOTTEE/S**, in Chennai after the Agreement is duly executed by the **ALLOTTEE/S** and the **PROMOTER** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Chennai.

26. NOTICES:

That all notices to be served on the **ALLOTTEE/S** and the **PROMOTER** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **ALLOTTEE/S** or the **PROMOTER** by Registered Post/courier at their respective addresses specified below or to their email _____ and .....

For MEGH PROMOTERS PVT. LTD.

ALLOTTEE:

Authorised Signatory

Address for Service on the Allottee:

_____

PROMOTER: Address for Service on the **PROMOTER**:

_____

It shall be the duty of the **ALLOTTEE/S** and the **PROMOTER** to inform each other of any change in address, subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the **PROMOTER** or the **ALLOTTEE/S**, as the case may be.

27. JOINT ALLOTTEE:

That in case there are Joint **ALLOTTEE** all communications shall be sent by the **PROMOTER** to the **ALLOTTEE** whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the **ALLOTTEE**.

28. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

29. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

SCHEDULE "A" PROPERTY

Item 1

All the vacant land/house site in Plot No.17, Annamalai Avenue, Nolambur, Chennai – 600 095 admeasuring an extent of 20 cents or 8720 sq.ft., comprised in old survey number 109/1 measuring 0 Acre 17 cents and Old survey No.109/2 measuring an extent of 0 Acre and 3 cents as per Patta No.3921 present survey number 109/1A1 –

For MEGH PROMOTERS PVT. LTD.

Authorised Signatory

10 ares and Survey no.109/6 measuring 2 ares situated at Nolambur Village Ambattur Taluk, Thiruvallur District and bounded on the

North by – 40 feet Common Road

South by – Property in Survey field number 122

East by –Property in Survey field number 109/1 and 109/2

West by –Property in Survey number 122

and situated within the Sub-Registration District of Konnur and the Registration District of Chennai Central

Item 2

All the western portion of vacant land/house site in Plot No.17, Annamalai Avenue, Nolambur Chennai – 600 095 admeasuring an extent of 10 cents or 4360sq.ft., comprised in old survey number 109/1 measuring 0 Acre 08.5 cents and Old survey No.109/2 measuring an extent of 0 Acre and 01.5 cents as per Patta No.3921 present survey number 109/1A1 – 10 ares and Survey no.109/6 measuring 2 ares situated at Nolambur Village, Ambattur Taluk, Thiruvallur District and bounded on the

North by – Property in Survey field number 109/2 and 40 feet Common Road

South by –Property in Survey field number 122

East by –Property in Survey field number 109/1 and 109/2

West by –Property in Survey field number 109/1 and 109/2

and situated within the Sub-Registration District of Konnur and the Registration District of Chennai Central

Regularization:- Both the Plots described above as Items 1 and 2 have been reconstituted to form a composite Plot/House site in Plot no. 17 and the same has been regularized by CMDA/Greater Chennai Corporation having regularization permit 02406/2019, approved on 13.06.2019, Ward 145, Zone 11.The revenue records for both items 1 and 2 have also been reconstituted to form a composite property in Patta no. 3921.The total extent of the reconstituted Plot is 13080 square feet. The planning permission was granted by Chennai Metropolitan Development Authority vide Planning Permit No OL-00443 dated 08.08.2023, reference number CMDA/PP/NHRB/C/0219/2023. The Building Permission was granted by the Greater Chennai Corporation vide CEBA/WDCN11/00315/2023.

SCHEDULE "B" PROPERTY

(Description of Apartment)

Apartment No._____having Super Built Up area of _____ **Square feet**

(Inclusive of RERA Carpet Area of _____ Square feet and Landscape Balcony

For MEGH PROMOTERS PVT. LTD.

Authorised Signatory

Area of _____ Square feet), type Residential, on _____Floor , in the residential apartment complex known as "_____" together with two (2) reserved _____Car Parking bearing No._____ in the ..... floor.

(In support of the title of the said Apartment the Allottee has agreed to purchase an Undivided share of land, title and interest measuring an extent of _____ square feet in and out of the property more fully described above as **SCHEDULE A PROPERTY**)

SCHEDULE "C"

(Schedule of Payment)

Schedule of payments to be paid by the **ALLOTTEE/S**to the **PROMOTER** for construction and delivery of the Apartment described in SCHEDULE "B" PROPERTY:

On Booking	
At the time of Signing this Agreement	
On Intimation of Possession	
Total	

ANNEXURE

TECHNICAL SPECIFICATION

IN WITNESS WHEREOF THE PROMOTER AND THE ALLOTTEE HEREIN HAVE SET THIER RESPECTIVE HANDS ON THE DATE, MONTH AND YEAR ABOVE WRITTEN.

WITNESSES: **1.**	For MEGH PROMOTERS PVT. LTD. Authorised Signatory

	ALLOTTEE
2.	**PROMOTER**

Drafted By:

For MEGH PROMOTERS PVT. LTD.

Authorised Signatory



our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

Verified RealEstate™

We're honored to be part of your real estate journey

3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai, India

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